

USDC SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: <u>7/27/05</u>
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SARAH LOBOS & CAROLYN MONTEFERENTE,

Plaintiffs,

-against-

THE CITY OF NEW YORK, JOHN DOE 1, JOHN
DOE 2, JOHN DOE 3, JANE DOE,

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

05 Civ. 3293 (THK)

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about March 28, 2005, alleging that defendants violated plaintiffs' federal civil and state common law rights; and

WHEREAS, defendant City has denied any and all liability arising out of plaintiffs' allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay plaintiff Sarah Lobos the sum of Twenty Thousand (\$20,000.00) Dollars and plaintiff Carolyn Monteferente the sum of Twenty Thousand (\$20,000.00) Dollars in full satisfaction of all claims, including claims for

costs, expenses and attorney fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the defendant and to release any present or former employees and agents of the City of New York and the City of New York, or any agency thereof, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph 2 above and Affidavits of No Liens.

4. Nothing contained herein shall be deemed to be an admission by the defendant that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject


matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
July 5, 2005

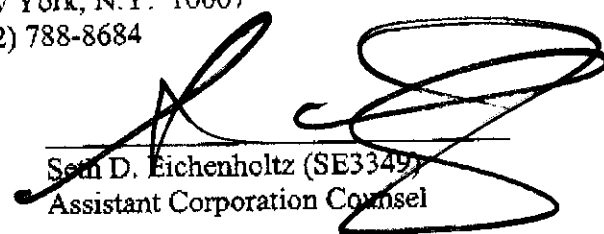
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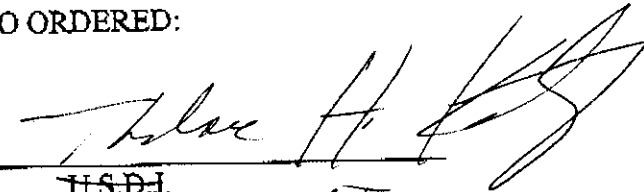
By:


Richard Cardinale (8507)

By:


Seth D. Eichenholtz (SE3349)
Assistant Corporation Counsel

SO ORDERED:


U.S.D.J.
USMT

7/27/05